



Vehicle Assist Policy Wording



Business Choice Direct Vehicle Assist Policy Wording

Your Contract of Insurance

Your Insurance is provided by Alwyn Insurance Company Limited and arranged by Sparta.

Sparta is an appointed representative of Novitas Underwriting Agency Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 307931). Its registered office is at 167 Turners Hill, Cheshunt, Herts, EN8 9BH. Registered in England no: 03106533.

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The names, addresses and regulatory status of each company can be checked by visiting the FCA website at <http://www.fca.org.uk> and for Alwyn Insurance Company Limited, by checking the Gibraltar Financial Services Commission website at <https://www.fsc.gi/>

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy with a capital letter.

We, Us, Our

Sparta is responsible for arranging and registering Your policy. Their address is 167 Turners Hill, Cheshunt, Herts, EN8 9BH.

Insurer

Alwyn Insurance Company Limited.

Insured Incidents

1. Theft, attempted Theft of, arson, vehicle interference or criminal damage to the Insured Vehicle making it undriveable or a Total Loss; or
2. A road traffic accident with another vehicle that leaves the Insured Vehicle a Total Loss; or
3. A road traffic accident with another vehicle that leaves the Insured Vehicle damaged but deemed Repairable.

Insured/You/Your

The person who has purchased this insurance and is authorised to drive the Insured Vehicle.

Insured Vehicle

The motor vehicle covered under this insurance (excluding motorcycles) which is owned by or the responsibility of the Insured and is insured under a comprehensive or third party fire and theft motor insurance policy.

Motor Insurer

The insurance company that issued the comprehensive or the third party fire and theft motor insurance policy covering the Insured Vehicle.

Theft

Taking the Insured Vehicle without lawful authority.

Total Loss

Where Your Motor Insurer, competent repairer or motor engineer, declares the Insured Vehicle is beyond economic repair and offers a total loss settlement following Theft or an accident.

Repairable

Where Your Motor Insurer, competent repairer or motor engineer declares that the Insured Vehicle can be repaired following a road traffic accident.

Vehicle Hire Costs

The cost of hiring a vehicle for a single period up to a maximum of 14 days, or up to the date the Insured Vehicle is returned, which ever happens first. The classification group of hire vehicle to be provided will be the most appropriate and available vehicle in line with the vehicle classification of the Insured Vehicle and in any event, will be no greater than a Large Van – Commercial category hire vehicle (for example a Renault Master LM35, Fiat Ducato 35 or similar).

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland.

Period of Cover

The period for which the Insurer has agreed to cover You, which will run concurrently with the motor insurance policy issued by Your Motor Insurer and will be for a maximum period of 12 months. If You arranged this insurance after the start date of Your motor insurance policy, cover under this insurance will be provided from the date You purchased this insurance and will end on the expiry date or cancellation of Your motor insurance policy.

Cover Provided by Your Business Choice Direct Vehicle Assist Insurance Policy

You have completed an application and agreed to pay the required premium to Us.

In return, subject to the terms and conditions of this policy and as long as Your claim happens during the Period of Cover and within the Territorial Limit, subject to the Insurer being satisfied that Your circumstances fall within one of the Insured Incidents, the Insurer will pay Your Vehicle Hire Costs.

If We are unable to provide a hire vehicle following a claim, the Insurer will pay You the amount of money they would have paid for the Vehicle Hire Costs.

You are covered for a maximum of two claims during the Period of Cover. After Your second claim, Your policy will be cancelled.

Eligibility Requirements

You are eligible for cover under this policy provided:

1. You have comprehensive or third party fire and theft insurance in-place for the Insured Vehicle; and
2. the Insured Vehicle is **not** a motorcycle.

Policy Transfer

Cover under this policy is **not** normally transferable following a change of vehicle, however subject to Your insurance broker advising Us of Your change of vehicle at the time of the change, We will waive this condition and allow the transfer.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

1. upon the expiry date of Your motor insurance policy (unless this Vehicle Assist insurance is subsequently renewed);
2. payment of a second claim under this policy;
3. the date this policy is cancelled.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, you can cancel the policy within 14 days of issue and the Insurer will refund Your premium, provided You have not made a claim.

Thereafter, You may cancel Your policy in writing at any time, however no premium refund will be due. Requests for cancellation should be made by emailing or telephoning the broker who sold You the policy.

The Insurer shall not be bound to accept renewal of any Insurance and We may at any time cancel the insurance policy by sending 14 days' notice to You at Your last known address. Provided the premium has been paid in full, You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Policy Conditions

1. You must:
 - a) keep to the terms and conditions of this policy;
 - b) try to prevent anything happening that may cause a claim;
 - c) in the first instance, either accept a replacement vehicle offered by Your Motor Insurer via their approved courtesy vehicle program or via an alternative approved repairer network nominated by Us;
 - d) have comprehensive or third party fire and theft insurance in force for the Insured Vehicle;
 - e) not retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy or after the Insured Vehicle is returned, whichever ever happens first;
 - f) not accept a hire vehicle that is of a higher grouping than that permitted by this policy (which is no greater than a Large Van – Commercial category hire vehicle, for example a Renault Master LM35, Fiat Ducato 35 or similar);
 - g) take reasonable steps to keep any amount the Insurer has to pay as low as possible;
 - h) give Us full details of Your claim as soon as possible and give Us any information requested.
2. You must:
 - a) other than for road traffic accidents, report any claim to the police and obtain a crime reference number;
 - b) report the claim to Your Motor Insurer or broker and obtain a claim number.
3. You must:
 - a) accept the vehicle hire company and the type of hire vehicle chosen by Us to be provided, which will be an appropriate model in line with the vehicle classification of the Insured Vehicle and in any event, no greater than a Large Van – Commercial category hire vehicle (for example a Renault Master LM35, Fiat Ducato 35 or similar). The policy cannot promise immediate or same day delivery. Hire vehicles provided are as available only and We cannot be specific regarding vehicle dimensions and specifications. Subject to the claim being approved, the vehicle supplied will be the most appropriate and available in line with the classification of the Insured Vehicle (subject to that hire vehicle being no greater than a Large Van – Commercial category hire vehicle, for example a Renault Master LM35, Fiat Ducato 35 or similar) from the rental companies We work with. Hire vehicles are supplied on a post code geographic availability basis, so whilst We book the vehicle for soonest delivery, it is subject to availability in Your area, so We never promise immediate or same day delivery;
 - b) meet the age and licensing rules of the hire company chosen by Us and must follow any conditions of hire;
 - c) if not otherwise included, be responsible for arranging temporary comprehensive insurance cover to be in place for the hire vehicle and for the duration of hire. This will be arranged with Your Motor Insurer or in agreement with Our nominated vehicle supplier.
4. The Insurer will not pay any claim covered under any policy, or any claim that would have been covered by another policy if this policy did not exist.
5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - a) supply accurate and complete answers to all the questions the Insurer or We may ask as part of Your application for cover under the policy;
 - b) make sure that all information supplied as part of Your application for cover is true and correct;
 - c) tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

General Exclusions

There is no cover for:

1. Any claim:
 - a) which happens during the first 48 hours of the first Period of Cover if You take out this policy at a different time from any other related agreement;
 - b) where Vehicle Hire Costs are incurred before We accept Your claim;
 - c) which does not result in an accepted and paid claim for the event by Your Motor Insurer;
 - d) resulting from Theft or vandalism which has not been reported to the Police;
 - e) relating to theft from the Insured Vehicle;
 - f) where the Insured Vehicle suffers a mechanical or electrical breakdown or vehicle fire so caused;
 - g) where the Insured Vehicle was being used as an emergency vehicle, or in a race, competition, track day, rally or trial at the time of Your claim;
 - h) where You are disqualified from driving;
 - i) where You have any endorsement arising from or relating to unauthorised taking or Theft of a vehicle, no insurance, drink or drugs or causing death by reckless driving;
 - j) where You have incurred two or more periods of disqualification or any conviction with a period of disqualification of six months or more, within five years of the start of the first Period of Cover;
 - k) where the driver of the Insured Vehicle does not hold a valid driving licence or is under the influence of drink or drugs at the time of the Insured Incident;
 - l) where You do not have a fully comprehensive or third party fire and theft insurance in force for the Insured Vehicle at the time of the Insured Incident.

General Exclusions (continued)

2. The Insurer will not pay for any fuel, fares, fines, penalties or fees relating to the hire vehicle whilst in Your possession.
3. We will not provide a hire vehicle where You can be provided with a replacement vehicle via the approved repairer courtesy vehicle program arranged by Your Motor Insurer and their repairer network or where You can be provided with a replacement vehicle via an alternative approved repairer network nominated by Us.
4. Claims caused by, contributed to by or arising from: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

General Conditions

1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – the Terms and Conditions and any schedule or Certificate of Insurance attaching to this policy document will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. Fraud – the Insurer will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-
 - a claim made by You or anyone acting on Your behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
 - a false declaration or statement is made in support of a claim under this policy.

If fraudulent activity or false or inaccurate information is identified, details may be passed to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

4. Subrogation – the Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of the Insurer do such acts and things as may be reasonably required by the Insurer for that purpose.
5. Disputes over this insurance – if We accept Your claim but You disagree with the amount of Vehicle Hire Costs payable by the Insurer or with any of the terms of this policy and that disagreement cannot be resolved through the complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service, as long as You are an eligible complainant.

Where the Financial Ombudsman Service cannot deal with a complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding and the arbitrator may require You or the Insurer to pay the costs.

The arbitrator will be chosen jointly by You and the Insurer. If there is a disagreement on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

6. Observance of Policy Terms – it is a condition precedent to the Insurer's liability that You and anyone claiming under the terms of this policy on Your behalf has complied with the Terms and Conditions of this policy.
7. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.
8. Contribution – if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, the Insurer will not be liable for more than their rateable proportion.
9. Limit of Liability – in the event of a second claim payment as a consequence of any Insured Incident, the Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement.
10. Claims – the Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed to by or in consequence of a loss listed under the heading "General Exclusions".

Claims Conditions

In the event of any loss or damage, which may give rise to a claim, You or Your legal personal representative must at their own expense:

1. supply all information and assistance which We and the Insurer may reasonably require in establishing the validity of Your claim;
2. notify the police of the Theft or of any criminal loss or damage within 24 hours or as soon as reasonably possible and obtain a crime reference number;
3. give written notice (via Our on-line claims intimation process) of the facts on which the claim is based to Us within 30 days of the occurrence date of Your claim.

How to Make a Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to Us, within 30 days of the occurrence date of Your claim. If such notice should not be given within such period or any extension agreed by the Insurer, no payment under this policy will be granted.

Claims Procedure

The contact details below only apply if You have purchased a Vehicle Assist policy. The claim reporting details are for Vehicle Assist claims only, for all other claims, to amend your policy details or policy enquiries, please contact Your broker or insurance company direct.

A claim administration process must be completed before a hire vehicle is authorised and as every claim is different, We cannot provide a definitive timescale for individual customers regarding the time that it will take to provide the hire vehicle from the point a claim is submitted. We will however process each claim as quickly as circumstances permit and will advise You when the hire vehicle is booked as to the time/date and location of delivery.

To make a claim under Your policy:-

1. in the first instance You must report the claim online at www.sparta-group.co.uk/claims
2. if no internet access, telephone Us on: +44 (0)330 113 0003

*The Vehicle Assist service is one of the most popular in the UK. As a result, the lines receive a very high volume of calls every day. Sparta Insurance Opening Hours are Monday to Friday 9am to 5pm. When calls cannot be answered, email claims@sparta-group.co.uk and We will reply by email as soon as possible during office hours.

Claim line +44 (0)330 113 0003 (Messages may be left 24 hours a day).

You will be required to provide Your crime reference number for all Theft and criminal damage related claims.

If the Insured Vehicle can be repaired, before Vehicle Hire Costs can be paid, We will require written confirmation, preferably by email, from Your Motor Insurer or insurance broker confirming that there is no hire vehicle available under any courtesy vehicle program.

If the Insured Vehicle is declared beyond economical repair, before Vehicle Hire Costs can be paid, We will require written confirmation, ideally by email, from either Your Motor Insurer or insurance broker that the Insured Vehicle has been damaged beyond economic repair.

Please do not hire a vehicle before We have agreed to cover Your claim. If You do, the Insurer will not pay the costs involved. You will be required to provide a credit or debit card as a security deposit. The hire vehicle will be supplied with a full tank of fuel and provided the hire vehicle is returned with a full tank of fuel and no damage, Your card will not be charged.

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim, You should follow the complaints procedure below. If You feel that We have not provided a first-class service, or if You have any questions about Your insurance, in the first instance, please contact the broker or advisor who arranged cover for You. If You are not satisfied with the response, please write or telephone, quoting Your policy number, to: The Managing Director, Sparta, 167 Turners Hill, Cheshunt, Herts, EN8 9BH. Telephone: +44 (0)330 113 0003. Email: complaints@sparta-group.co.uk

If Your complaint cannot be resolved within 3 working days, We will pass it to Legal Protection Group Limited (LPG) who act on behalf of Alwyn Insurance Company Limited:

Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ. Email: complaints@legalprotectiongroup.co.uk. Telephone: 0333 700 1040.

After LPG have investigated Your complaint, they will write to You immediately notifying You of the outcome of their investigation and advise that if You are not satisfied with the outcome, You may refer the matter to the Financial Ombudsman Service within the next 6 months as long as You are an eligible complainant*.

If Your complaint cannot be resolved within 4 weeks of the date You first notified Us, LPG will inform You that the investigation is continuing, giving the reasons for the delay and a date by which You can expect to be contacted again.

Customer Service / Complaints (continued)

If Your complaint cannot be resolved within 8 weeks of the date You first notified Us, LPG will inform You of the reasons for the further delay and advise that if You are not satisfied with the progress of Your complaint then You may refer it to the Financial Ombudsman Service within the next 6 months as long as You are an eligible complainant*.

*Please note that if You do not refer Your complaint within the 6 month time period, the Insurer will not permit the Financial Ombudsman Service to consider Your complaint and will only be able to do so in very limited circumstances such as where the Financial Ombudsman Service believes that the delay in notifying Your complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted at: Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

E-mail: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman's decision is binding upon the Insurer but not upon You.

This complaints notification procedure does not affect Your right to take legal action.

Financial Services Compensation Scheme

Alwyn Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, We and LPG (who act on behalf of Alwyn Insurance Company Limited) may need to share personal information which has been given to Us or LPG with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to Us or LPG or on Our or LPG's behalf. We and LPG will only request necessary information from You and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information We or LPG hold about You will be retained by Us and LPG for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes We or LPG may need to send Your personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Us and LPG.

In arranging and managing this insurance and administering claims, We and LPG will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose Your personal data to any other person or organisation without Your consent.

You can find full details of LPG's privacy policy at www.legalprotectiongroup.co.uk

Sparta's privacy notice can be viewed and is available at <https://www.sparta-group.co.uk/privacypolicy.aspx>

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information We or LPG hold about You. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If You have a concern about the way We or LPG have handled Your personal data, then You have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk